

**LEFELD WELDING AND STEEL SUPPLIES, INC.
TERMS AND CONDITIONS OF SALE**

1. Sale and Purchase. Lefeld Welding and Steel Supplies, Inc. ("Lefeld Supply") sells to the customer (the "Customer") identified on the Shipper, quotation (upon acceptance by Customer), or invoice (each, a "Primary Document") which these Terms and Conditions of Sale ("Terms and Conditions") are incorporated, the product identified therein, consisting of products, services, or a combination thereof (the "Products"), and Customer hereby purchases the Products, subject to the Primary Document and these Terms and Conditions (collectively, the "Agreement").

2. Purchase Price. As consideration for the sale of the Product, Customer shall pay Lefeld Supply the purchase price identified on the Primary Document (the "Purchase Price").

3. Payment of Purchase Price and Other Charges; Credit Terms. Notwithstanding the terms of the Primary Document, credit terms extended to Customer are at all times subject to the discretion of Lefeld Supply, and Lefeld Supply may at any time require payment in full, in advance of or after the sale of the Product. Unless otherwise required by Lefeld Supply, the Purchase Price and other charges owing Lefeld Supply under the Agreement shall be payable within 30 days from the date of Lefeld Supply's invoice. Amounts owing to Lefeld Supply but unpaid after the date those amounts were due shall accrue a service charge of 2% per month, compounded monthly.

4. Delivery and Performance. The delivery of the Product (and performance of services) will be scheduled by mutual agreement between the parties, and unless otherwise agreed to by the parties (and subject to Lefeld Supply's applicable delivery charge), the Product will be made available for pickup by Customer at the Lefeld Supply store from which the Product was purchased. Lefeld Supply shall not be liable for delays in delivery or performance provided it is using good faith efforts to perform its obligations.

5. Risk of Loss. Risk of loss for damage to the Product shall pass to Customer FOB the Lefeld Supply store from which the Product was purchased, unless delivery of the Product is made by Lefeld Supply, in which case risk of loss passes FOB the agreed upon delivery location.

6. Taxes. The Purchase Price provided for in the Primary Document is exclusive of any sales or other taxes with respect to the purchase of the Product by Customer, and Customer shall be solely responsible for payment of all such taxes.

7. Warranty Disclaimers. **THE PRODUCT IS BEING SOLD TO CUSTOMER "AS IS," AND LEFELD SUPPLY HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Lefeld Supply will pass through to Customer, to the extent available, any warranties provided by the manufacturers of the Product.

8. Disclaimer of Consequential Damages; Limitations on Remedies. **LEFELD SUPPLY HEREBY DISCLAIMS ANY AND ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DOWNTIME, LOST PROFITS, INDEPENDENT CONTRACTOR EXPENSES, AND EMPLOYEE WAGES AND**

BENEFITS. IN NO EVENT SHALL LEFELD SUPPLY'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THE PRODUCT OR THE AGREEMENT, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, OR ARISING IN TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE PURCHASE PRICE FOR THE PRODUCT TO WHICH THE CLAIM RELATES, OR \$500, WHICHEVER IS THE GREATER AMOUNT.

9. Indemnification. Customer shall indemnify, defend, and hold harmless Lefeld Supply and its shareholders, directors, officers, employees, and contractors (including Lefeld Supply, the "Lefeld Indemnitees"), for, from and against any and all claims, losses, damages, injuries, and liabilities, however caused (the "Losses"), resulting from, or arising out of, or any way connected with the Product or the Agreement, including any Losses arising out of or relating to the negligent acts or omissions of any Lefeld Indemnitee. Notwithstanding the foregoing, in no event shall the indemnification obligations of Customer under this Section 9 apply to any Losses solely arising out of the grossly negligent or reckless act of a Lefeld Indemnitee.

10. Statute of Limitations. No action or cause of action may be brought against any Lefeld Indemnitee for breach of the Agreement, breach of warranty, or any claim arising in tort or otherwise, more than one (1) year following the initial event giving rise to the action or cause of action.

11. Lefeld Property Rental. If in connection with the sale of Products that are gases, Lefeld Supply provides to Customer any cylinders, fittings, or caps (collectively, the "Lefeld Property"), Customer shall pay to Lefeld Supply its standard per day rental fee for the period of time the Lefeld Property is in Customer's possession. The rental of the Lefeld Property is subject to these Terms and Conditions, including the payments terms in Section 3. The rental of the Lefeld Property is also subject to Sections 7, 11, 12, 13, 14, 15, 17, 18, and 19 of the Lefeld Welding and Steel Supplies, Inc. Terms and Conditions of Rental (the "Additional Rental Terms"), which Additional Rental Terms are hereby incorporated herein by reference and are binding on the parties. The Additional Rental Terms are available at www.lefeldwelding.com/documents/terms-conditions-rental.pdf, and a hard copy is available upon request. Notwithstanding any of these Terms and Conditions, and notwithstanding the Additional Rental Terms, Lefeld Supply may at any time, with or without default on the part of Customer, be entitled to take possession of the Lefeld Property from Customer.

12. Release; Assumption of Risk. In the event the Product consists of industrial, specialty, medical, or other gases which Customer elects to transport by car, van, or other closed motor vehicle, Customer acknowledges and agrees to all of the following: (i) transporting gas cylinders in cars, vans, or other closed motor vehicles is dangerous and should be avoided; (ii) gas cylinders must never be transported in closed spaces, including but not limited to car trunks, due to the high risk of exposure of fire (example - spark from an electrical circuit could ignite leaking gases); (iii) it would be safer to wait and move the cylinders by open truck, or to let Lefeld Supply transport those cylinders; (iv) gas cylinders should be moved in a fixed upright position, with windows opened for ventilation; and (v) if the cylinders are transported on their side, they should be fastened so they cannot move, with windows open for ventilation. The individual executing the

Agreement or accepting it on behalf of himself or as authorized representative of another person or entity, for himself and his employer or other person or entity for which he acts as authorized representative, assumes all risk of bodily injury and property damage and agrees to release and hold harmless Lefeld Indemnitees from any and all Losses resulting from, arising out of, or any way connected with the transportation of any gas cylinder by car, van, or other closed motor vehicle.

13. Specialty Manufacturing. In the event and to the extent the Product consists of Lefeld Supply's manufacture or fabrication of products or components for Customer, or welding and similar repairs to Customer provided products or components ("Specialty Services"), Customer acknowledges and agrees that, in addition to the other terms and conditions of the Agreement, the following shall apply:

13.1 Design Responsibility; Intellectual Property Indemnification.

The designs, drawings, and specifications (collectively, the "Specifications") for the products, components, or repairs to which the Specialty Services relate were supplied by Customer or its contractor or, if supplied by Lefeld Supply, were fully approved and adopted in all respects by Customer prior to commencement of the work or modification to the work, as is applicable. Customer agrees to indemnify, defend, and hold harmless Lefeld Indemnitees for, from and against any and all Losses resulting from, or arising out of, or in any way connected with: (i) any claim that all or any part of the Specifications, or the products, components, and repairs produced therefrom, infringe upon any intellectual property rights of any other person or entity; (ii) any claims of defects, errors, omissions, or other matters pertaining to the content of the Specifications; or (iii) claims that all or any aspect of the Specifications are not in accordance with applicable law.

13.2 Good Faith Performance. The sole obligation of Lefeld Supply with respect to performance of the Specialty Services, and the products, components, and repairs produced therefrom, is to use good faith efforts to manufacture, fabricate, or repair the products or components in accordance with the Specifications. **LEFELD SUPPLY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES TO PERFORM THE SPECIALTY SERVICES IN A WORKMANLIKE MANNER, AND ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, COMPONENTS, OR REPAIRS ARISING FROM THE SPECIALTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer shall indemnify, defend, and hold harmless the Lefeld Indemnitees for, from

and against any and all Losses resulting from, or arising out, or in any way connected with any design or manufacturing defects in the products, components, or repairs produced from the Specialty Services.

14. Default; Remedies; Security Agreement. Customer shall be in default under the Agreement for failure to timely pay the Purchase Price or to perform any other obligation of Customer under the Agreement, or if Customer is subject to any bankruptcy or receivership proceeding or makes an assignment for the benefit of creditors. In the event of default, Lefeld Supply shall have all rights and remedies available to it at law or in equity. Customer further hereby grants to Lefeld Supply a purchase money security interest in the Product, in order to secure all obligations of Customer under this Agreement. Customer authorizes Lefeld Supply to file UCC financing statements reflecting its interest in the Product. In the event Lefeld Supply takes any action to enforce the Agreement, Customer agrees to immediately reimburse to Lefeld Supply, on demand, all attorney fees, court costs, and other expenses incurred in connection with such enforcement. Customer shall be considered in default under the Agreement in the event Customer is in breach of or default under any other agreement between Lefeld Supply and Customer.

15. Governing Law, Exclusive Jurisdiction. The Agreement shall be governed by, construed, and enforced in the accordance with the laws of the State of Ohio, without reference to conflict of law principles. Any claim, cause or action, or dispute arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of state courts of competent jurisdiction in Mercer County, Ohio, unless federal courts would have exclusive jurisdiction, in which case exclusive jurisdiction shall be in the District Court for the Northern District of Ohio. The parties hereby consent to jurisdiction and venue in accordance with this Section 15.

16. No Assignment. Customer may not assign any rights or delegate any duties arising out of or relating to the Agreement without the prior written consent of Lefeld Supply. Any attempted assignment or delegation without such consent shall be void and of no effect.

17. No Waiver. No waiver of any breach of the Agreement shall be deemed effective unless in a writing signed by the waiving party, and shall not be deemed a waiver of any other breach, or a waiver of the same breach that continues beyond the agreed-upon waiver period.

18. Entire Agreement; Amendments. The Agreement constitutes the entire agreement between the parties with respect to the matters contemplated therein, and supersedes any prior or contemporaneous agreements, understandings, and negotiations. The Agreement may only be amended or modified by a writing signed by Lefeld Supply and Customer.